

**From:** Barbara Ritchie <BARBARA.RITCHIE@fmc.com>  
**Sent:** Friday, February 14, 2014 12:26 PM  
**To:** Rochlin, Kevin  
**Subject:** FW: FMC Pocatello Idaho Project  
**Attachments:** 02-10-2014 RFQ transmittal.pdf; Contractor Qualifications for 2014 Phase 1 soil RA - site-wide grading.pdf; Supplier Code of Conduct - English FINAL June 2012.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

As you requested – this is what our Procurement folks have issued.

# FMC CORPORATION

## SUPPLIER CODE OF CONDUCT

### June 2012

#### PREAMBLE

FMC is committed to continuous improvement of its health, safety and environmental performance, listening and responding to public concerns, and reporting on our specific goals and progress toward meeting those goals. FMC recognizes that we have a responsibility to manage our business sustainably and with integrity. Accordingly, we have set high standards for the way we conduct business in the areas of social and environmental responsibility. FMC expects our suppliers to conduct their business with similar standards of integrity and ethical behavior.

This Code of Conduct for suppliers has been established to provide clarity on FMC's expectations from its suppliers. Suppliers must take reasonable measures to ensure that their suppliers and sub-contractors act in accordance with this Supplier Code of Conduct.

#### ETHICS AND LEGAL REQUIREMENTS

Suppliers will conduct their business in a legal and ethical manner and act with integrity.

- *Compliance with Applicable Laws and Regulations*

Suppliers will act in accordance with all applicable laws and regulations.

- *Avoid Conflicts of Interest*

Suppliers will avoid any conflict of interest when interacting with FMC employees.

- *No Bribery*

Suppliers will not engage in any form of commercial bribery with its suppliers, agents or customers. Furthermore, suppliers will not offer any incentive to any FMC employee or FMC employee's family in order to obtain or retain FMC business.

Suppliers will not engage in any form of governmental bribery with any political, regulatory or other government employee and shall comply with the U.S. Foreign Corrupt Practices Act and all otherwise applicable laws dealing with the bribery of government officials.

- *Fair Competition*

Suppliers will comply with all applicable laws regarding fair competition and antitrust.

- *Protect Information*

Suppliers will safeguard FMC's confidential information and act to prevent its misuse, theft, fraud or improper disclosure.

- *Identification of Concerns*

Suppliers will provide means for their employees to report concerns or potentially unlawful activities in the workplace. Any report should be treated in a confidential manner. Suppliers will investigate such reports and take corrective action if needed.

## **HUMAN DIGNITY AND LABOR**

Suppliers are expected to protect the human rights of their employees and to treat them with dignity and respect.

- *Child Labor*

Suppliers will oppose harmful child labor and will protect children from work that is dangerous or that might harm their health or education.

- *Freely Chosen Employment*

Suppliers will not use forced or involuntary labor of any type and will not tolerate the trafficking or involuntary servitude of any worker.

- *Non-Discrimination*

Suppliers will not discriminate in their hiring practices on grounds of race, creed, gender, religion, national origin, age, disability or sexual orientation or other factors as mandated by applicable law. Suppliers will ensure that sexual harassment of their employees will not be tolerated.

- *Fair Treatment*

Suppliers will treat all employees with respect. Suppliers will refrain from using corporal punishment, violence or threats of violence or other forms of physical coercion or harassment.

- *Working Hours, Wages and Benefits*

Working hours for suppliers' employees will not exceed the maximum set by the applicable national law. Compensation paid to employees will comply with applicable national wage laws in the interests of providing an adequate standard of living. Supplier's employees will be paid in a timely manner.

- *Freedom of Association*

In accordance with local laws, suppliers will respect the rights of their employees to associate freely, join labor unions, seek representation and engage in collective bargaining.

## **ENVIRONMENT, HEALTH AND SAFETY**

FMC's commitment to sustainability includes efficient use of resources, respect for the environment and safety and healthy workplaces. FMC is committed to Responsible Care® and expects its suppliers to make similar commitments to continuously improve their environmental, health and safety performance.

- *Respect the Environment*

FMC encourages our suppliers to collaborate with us to eliminate waste and cost from our supply chain. Suppliers will strive to reduce emissions and waste, and use energy and natural resources efficiently. Suppliers will work with their employees, customers, contractors and commercial partners to promote responsible management of their products and processes through their entire life cycle, and for their intended end use.

- *Protect Health and Safety*

Suppliers will provide a safe and healthy workplace for their employees, including appropriate controls, training, work procedures and personal protective equipment. Suppliers will give health, safety and security a priority consideration in manufacturing its products and planning for new products, facilities and processes.

## **COMPLIANCE**

Suppliers are expected to maintain management systems and controls to promote and facilitate compliance with applicable laws and the principles set forth in this Supplier Code of Conduct. Suppliers should also apply these or similar principles to the subcontractors and suppliers they work with in providing goods and services to FMC.

It is the responsibility of each supplier to ensure that its employees and representatives understand and comply with this Supplier Code of Conduct.

This Supplier Code of Conduct is supplemental to any contract between FMC and supplier. To the extent that more specific or stringent terms are agreed in a contract, the contract terms shall control.

If you have any questions about this Supplier Code of Conduct, you may contact your procurement representative or Inez Curry, Director of Procurement Center of Excellence at 215-299-6792 or [inez.curry@fmc.com](mailto:inez.curry@fmc.com)

**FMC SOIL REMEDIAL ACTION**  
**2014 PHASE 1 – SITE-WIDE GRADING CONSTRUCTION**  
**CONTRACTOR QUALIFICATION REQUIREMENTS**

**For each of the bullet items below, insert a brief answer, and provide supporting page number(s) in the Statement of Qualifications package you are providing separately.**

**Technical Requirements:**

**Provide Contract Specific Experience:**

- Please list no more than five PRP funded remediation projects that your firm has successfully completed. Include name and contact information for reference for each project listed
- Please list at least three CERCLA remedial actions, which involve large-scale earthwork and construction of containment systems including engineered soil caps that your firm has completed. Include name and contact information for reference for each project listed

**Provide Documented Company Experience Within the Last Five Years:**

- This project involves site-wide grading including approximately 2,000,000 cubic yards of material cut and fill and construction of site-wide drainage facilities including approximately 5 engineered detention basins.
- Successful performance on projects of similar or larger size to the scope of subject contract (minimum \$10,000,000 in value).
- Successful performance on construction and environmental remediation projects totaling an average of \$20,000,000 per year.
- Types of work performed should include large earth-work projects (i.e. 1,000,000 or more cubic yards of materials placed and compacted, and grading of 200 or more acres) with emphasis in environmental remediation construction.

**Provide List of Equipment Fleet Owned or Leased by Contractor:**

- Contractor's fleet should include a majority of the types of equipment to be used for the subject contract, including, but not limited to the following:
  - Graders;
  - Dozers
  - Excavators;
  - Loaders;
  - Haul trucks; and
  - Water trucks.

### Personnel Experience:

- Provide resumes of project site managers/superintendents who have a minimum of 10 years of supervisory experience in earth-work construction, including, but not limited to, excavation, earth fill, grading and compaction operations, for projects totaling 1,000,000 cubic yards or more. At least 2 years of the above experience should be on CERCLA remediation projects.
- List all supervisory personnel who have a minimum of 5 years of experience on CERCLA remediation projects.
- Name of your Corporate QA Manager with a minimum of 10 years of experience with CERCLA remediation projects.
- Provide resumes of project safety officers with a minimum of 5 years experience with safety and health requirements related to hazardous material handling and a minimum of 2 years experience with earth-work and remediation related safety and health requirements.
- Name of your Corporate Safety Officer with a minimum of 10 years of experience with safety and health requirements related to hazardous materials remediation projects.
- Corporate projects must include at least 60% of earthwork performed with company's own manpower; Percent of subcontracting will be reviewed as part of contractor selection.

### Safety Record:

- Provide documentation that the company EMR (State or Interstate Experience Modification Rate) is 0.8 or less for the past 3 years.
- Provide LWC (Lost Work Day Case Rate) and OSHA Recordable Rate for the past 3 years.

### Safety and Health:

- Provide documented corporate safety and health program to show the capabilities of demonstrating, to the satisfaction of FMC, that the safety and health requirements of the contract can be met.
- Provide documented, successful implementation of behavior-based safety programs on construction and remediation projects.
- Must have documented successful safety and health training programs for new hires.
- Provide documentation of your program that All workers on site will be able to comply and work under 29 CFR 1910.120

### Other Corporate Matters

- Identify any other engagement that the Contractor firm, subsidiaries, and any companies it has acquired, is currently engaged in, or has been engaged in within the past 36 months, in a matter where the interests of your firm or your client were adverse to FMC, or which otherwise could potentially represent a “conflict of interest” between your firm and FMC Corp.
- Any known pending litigation between your firm (including subsidiaries) and any federal governmental agency or State of Idaho
- On average, for the period 2010-2013, the percentage of revenue that your firm (including subsidiaries) derives from federal sources (vs. private industry).

### Quality Assurance/Quality Control:

- Provide examples of an established QA/QC program and be capable of demonstrating, to the satisfaction of FMC, that the QA/QC requirements of the contract can be met.

### Schedule:

- Provide resumes of sufficient resources and personnel experienced in preparing and maintaining a fully integrated baseline cost and resource loaded construction schedule (Primavera Project Planner) and to provide detailed continuous 3-week rolling schedules.

## **Commercial/Financial Requirements:**

### Insurance:

- Provide evidence of insurance to meet the Contract and UAO requirements (copy attached).

### Payment and Performance Bond:

- Provide evidence of capabilities of providing payment and performance bonds at the amount of the Contract (Estimate value of \$15,000,000.00).
- Name and rating of Bonding Company

**Financial Requirements:**

- Must provide audited Financial Statements for the past 3 years (2010, 2011 and 2012) and Dunn and Bradstreet Reports. These statements must be able to demonstrate, to the satisfaction of FMC, stable financial condition and the ability to meet the financial obligations of the proposed work load including, but not limited to, the abilities to obtain adequate credit, carry debt, meet payroll requirements, etc.

**UAO Acknowledgement:**

- Section II, Paragraph 5 of the Unilateral Administrative Order for Remedial Design and Remedial Action at the FMC Operable Unit of the Eastern Michaud Flats Superfund Site, EPA Docket No. CERCLA-10-2013-0116 ("the Order") directs FMC Corporation (FMC) to provide a copy of the Order to each contractor (and all of their subcontractors) hired to perform work required by the Order and to require that contractors (and all of their subcontractors) conduct such work in conformance with the Order. The contractor is advised that all purchase orders issued by FMC to perform work required by the Order are conditioned upon performance in conformity with the Order. Please also be advised that all subcontractors contractor may engage to perform work required by the Order must also be provided written notice of the Order. The contractor will confirm its acknowledgment and acceptance of the conditions of the Order and the requirements set forth above.

**Attachments to Contractor Qualification Requirements:**

1. **Unilateral Administrative Order for Remedial Design and Remedial Action at the FMC Operable Unit of the Eastern Michaud Flats Superfund Site, EPA Docket No. CERCLA-10-2013-0116.**

[http://www.epa.gov/region10/pdf/sites/emichaud/fmc\\_ou\\_uao\\_061013.pdf](http://www.epa.gov/region10/pdf/sites/emichaud/fmc_ou_uao_061013.pdf)

**2. CONTRACT INSURANCE REQUIREMENTS:**

<b><u>Kind of Insurance</u></b>	<b><u>Minimum Limits of Liability</u></b>
1. Worker's Compensation	Statutory Limits
2. Employer's Liability	\$1,000,000 each occurrence
3. Comprehensive General Liability including Broad Form Property Damage	\$10,000,000 each occurrence \$10,000,000 aggregate



Endorsement	
4. All Risk Property Insurance	Equal to the aggregate value of Contractor 's owned or leased equipment used at project locations
5. Automobile Comprehensive Liability (including Hired Automobile and Non-ownership Liability)	\$5,000,000 each occurrence
6. Professional Liability	\$2,000,000 aggregate
7. Pollution Liability(*)	Bodily injury & property damage: \$1,500,000 each occurrence \$3,000,000 aggregate
8. Excess Liability (applicable to types 2)	\$5,000,000 aggregate

FMC Corporation  
1735 Market Street  
Philadelphia PA 19103

215.299.6000 phone  
215.299.6947 fax

# FMC Corporation

Via email

February 10, 2014

Dear sir or madam:

Thank you for your expression of interest in remedial construction work at FMC's Pocatello, Idaho site. Work is underway with the Remedial Design as specified in the Remedial Design/Remedial Action (RD/RA) Unilateral Administrative Order issued by EPA in June 2013 to implement the September 2012 CERCLA Interim Record of Decision Amendment for the FMC Plant Operable Unit of the Eastern Michaud Flats Superfund site. As RD progresses, we are initiating efforts to qualify bidders for remedial construction. ***In order to be further considered to potentially provide services to FMC Corporation, the attached pre-qualification questionnaire is required to be completed and returned promptly for FMC's evaluation.***

In addition to compliance with FMC's Supplier Code of Conduct (attached), FMC will evaluate potential contractors against:

## Technical Requirements

- Contract specific experience
- Documented company experience in past five years
- Equipment fleet owned/leased by contractor
- Personnel experience
- Safety record
- Safety and health management programs
- Other corporate matters
- Quality Assurance/Quality Control programs
- Scheduling capabilities

## Commercial/Financial Requirements

- Insurance
- Payment and performance bond
- Financial requirements

Your Completed Pre Qualification information shall be submitted electronically, to the undersigned, no later than Feb 20, 2014. Questions concerning this process must be submitted in writing (no phone calls).

[www.fmc.com](http://www.fmc.com)

